

SECTION F

DELIVERIES OR PERFORMANCE

SECTION FDELIVERIES OR PERFORMANCETABLE OF CONTENTS

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SECTION F

DELIVERIES OR PERFORMANCE

**F.1 DELIVERIES**

Delivery of products under this Contract shall be in accordance with the written direction of the Contracting Officer or any other duly authorized Government representative.

**F.2 TERM OF CONTRACT**

The basic term of this contract will commence on October 1, 1999 and end on September 30, 2004.

The term of this contract shall not exceed the above period unless extended in accordance with Federal Acquisition Regulation 17.6, U.S. Department of Energy Acquisition Regulation 917.6 and DOE Acquisition Letters No. 96-09 and No. 98-02 (or subsequent revisions thereto).

**F.3 PRINCIPAL PLACE OF PERFORMANCE**

The principal place of performance under the contract will be in the vicinity of Idaho Falls, ID and Scoville, ID and is further described in Part II, Section C.

**F.4 FAR 52.242-15 STOP-WORK ORDER (AUG 1989)- ALTERNATE I (APR 1984)**

*NOTE: SEE ALSO SECTION H, CLAUSE ENTITLED "STOP-WORK AND SHUTDOWN"*

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allowable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-
  - (1) Cancel the stop-work order; or
  - (2) Terminate the work covered by the order as provided in the Termination clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected and the contract shall be modified, in writing, accordingly, if--

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allowable to, the performance of any part of this contract; and
- (2) The Contractor asserts a claim for the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim asserted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

**F.5 DEAR 970.5204-74 OPTION TO EXTEND THE TERM OF THE CONTRACT (JUN 1996)**

- (a) The Department of Energy may unilaterally extend the term of this performance-based management contract by written notice to the Contractor no later than 90 days prior to expiration of the basic term of contract; provided, that the Department of Energy shall give the Contractor a preliminary written notice of its intent to extend at least twelve (12) months before the basic term of the contract expires. The preliminary notice does not commit the Department of Energy to an extension.
- (b) The option(s) to extend the contract is identified in paragraph (a) above. The Department of Energy may exercise any, or all, of the options identified in the contract. The total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed 120 months.